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**SURFACE TRANSPORTATION BOARD**

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OF COUNSEL  
URBAN A. LESTER

June 28, 2002

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption Agreement, dated as of June 28, 2002, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Seller/Assignor: General Electric Railcar  
Services Corporation  
161 N. Clark Street  
Chicago, IL 60601-3294

Buyer/Assignee: The C.I.T. Leasing Corporation  
1211 Avenue of the Americas  
New York, NY 10036

Mr. Vernon A. Williams  
June 28, 2002  
Page Two

A description of the railroad equipment covered by the enclosed document is:

343 railcars bearing NAHX and NIHX reporting marks and road numbers set forth on Schedule 1 for the Agreement.

A short summary of the document to appear in the index follows:

Assignment and Assumption Agreement

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anr  
Enclosures

RECORDED NO. 24022 PED

JUN 20 2002

3-00PM

**SURFACE TRANSPORTATION BOARD**

**ASSIGNMENT AND ASSUMPTION AGREEMENT**  
(TFM S.A. de C.V.)

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of June 28, 2002 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and C.I.T. Leasing Corporation, a Delaware corporation (the "Buyer").

**RECITALS**

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of June 28, 2002 (the "Purchase Agreement"), providing for the purchase of the Ownership Interest by the Buyer from the Seller, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Seller and the Buyer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

**AGREEMENT**

1. **Definitions.** Capitalized terms used herein without definition shall have the meanings assigned to them in Section 4 of this Agreement.

2. **Assignment.** Effective as to each unit of Equipment on the Closing Date, the Seller sells to the Buyer all of the Seller's rights, title and interest in and to such unit and assigns to the Buyer all of the Seller's rights and obligations under the Operative Agreements as they relate to each unit. Notwithstanding the foregoing, the Seller shall continue to be entitled to the benefit of any right to indemnification for tax or other matters which arose or may arise from or be related to any event or circumstance occurring or in existence prior to the Closing Date, as specified in the Purchase Agreement.

3. **Acceptance of Assignment; Assumption of Obligations; Effect of Assignment.** The Buyer accepts the assignment contained in Section 2 hereof and, in respect of the period on and after the Closing Date, assumes all obligations of the Seller under, and agrees to be bound to the same extent as the Seller by all the terms of, the Operative Agreements. Effective on and after the Closing Date, the Buyer shall be deemed to stand in the place of the Seller for all purposes under the Operative Agreements and each reference in the Operative Agreements to the Seller shall be deemed to mean the Buyer. The Seller, in respect of the period on and after the Closing Date, is released of all obligations of the Seller under the Operative Agreements.

4. **Definitions.** Except as otherwise specified or as the context may otherwise require, the following terms have the respective meanings set forth below whenever used in this

Agreement (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

Bill of Sale: the bill of sale in the form of Exhibit I hereto.

Closing Date: the date of the Bill of Sale.

Equipment: the units of equipment listed on Schedule 1 hereto.

Lease: Rider No. 3 to Car Leasing Agreement No. 2089-76, dated February 19, 1998, between the Seller and the Lessee (incorporating Car Leasing Agreement No. 2089-76, dated September 1, 1997, between the Seller and the Lessee).

Lessee: TFM S.A. de C.V.

Operative Agreements: the Lease.

Ownership Interest: the Seller's rights, title and interest in and to the Equipment and the Seller's rights and obligations under the Operative Agreements.

5. Amendments. No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

6. Notices. All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 10.5 of the Purchase Agreement.

7. Headings. The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

8. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of New York, without giving effect to its conflict of law rules (other than Section 5-1401 of the New York General Obligations Law).

10. Entire Agreement. This Agreement, the Purchase Agreement, and the Bill of Sale (together with their exhibits and schedules) represent the entire agreement of the parties with respect to the subject matter hereof and thereof and supersede and cancel any prior oral or written agreement, letter of intent or understanding with respect to such subject matter.

11. Recordation. The Seller and the Buyer agree to record this Agreement with the Surface Transportation Board or the Registrar General of Canada, as applicable, to evidence the assignment by the Seller to the Buyer of the Seller's rights and obligations under the Lease.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto  
as of the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES  
CORPORATION**

By: Barry J. Nohalny  
Name: Barry J. Nohalny  
Title: Vice President

**C.I.T. LEASING CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto  
as of the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES  
CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**C.I.T. LEASING CORPORATION**

By: Nancy A. Nardella  
Name: Nancy A. Nardella  
Title: Vice President

State of New York                          )  
    )  
County of New York                         )

On this, the 27 day June, 2002, before me, a Notary Public in and for said County and State, personally appeared Nancy A. Nardella, a Vice President of C.I.T. Leasing Corporation, who acknowledged himself to be a duly authorized officer of C.I.T. Leasing Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name: Barbara Garner  
Notary Public

BARBARA GARNER  
Notary Public, State of New York  
My Commission Expires: Sept. 3, 2005  
Residing in: Qualifed in Nassau County  
Certificate filed in New York County  
Commission Expires Sept. 3, 2005

State of Illinois )  
County of Cook )

On this, the 27<sup>th</sup> day of June, 2002, before me, a Notary Public in and for said County and State, personally appeared Barry J. Nohalty, a Vice President of General Electric Railcar Services Corporation, who acknowledged himself to be a duly authorized officer of General Electric Railcar Services Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

*Gail Ann Moore*  
Name: GAIL ANN MOORE  
Notary Public

My Commission Expires: 10-01-05  
Residing in: Chicago Heights, IL



**EXHIBIT I**  
**TO ASSIGNMENT AND ASSUMPTION AGREEMENT**  
**FORM OF BILL OF SALE**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, General Electric Railcar Services Corporation ("Seller"), does hereby sell, transfer and assign to C.I.T. Leasing Corporation ("Buyer") all of Seller's rights, title and interest in and to the equipment described in Schedule 1 hereto (the "Equipment"), subject to the terms and conditions of the Purchase Agreement, dated as of June 28, 2002 (the "Purchase Agreement"), between Seller and Buyer, and the Assignment and Assumption Agreement, dated June \_\_\_, 2002 (the "Assignment"), between Seller and Buyer.

Seller represents and warrants to Buyer that at the time of delivery of the Equipment, Seller had legal title thereto and good and lawful right to sell the Equipment, and the Equipment was free and clear of all Liens (as defined in the Purchase Agreement), by, through or under Seller, other than those Liens that the Lessee (as defined in the Assignment) is permitted to have or is obligated under the Lease (as defined in the Assignment) to remove.

General Electric Railcar Services Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Schedule 1**

<b>Lessor</b>	<b>AAR</b>	<b>Reporting Mark</b>	<b>Description</b>
1 TFM. S.A. DE C.V.		50834 NIHX	Open Hopper
2 TFM. S.A. DE C.V.		50812 NIHX	Open Hopper
3 TFM. S.A. DE C.V.		50833 NIHX	Open Hopper
4 TFM. S.A. DE C.V.		50847 NIHX	Open Hopper
5 TFM. S.A. DE C.V.		50846 NIHX	Open Hopper
6 TFM. S.A. DE C.V.		50836 NIHX	Open Hopper
7 TFM. S.A. DE C.V.		97076 NAHX	Open Hopper
8 TFM. S.A. DE C.V.		50820 NIHX	Open Hopper
9 TFM. S.A. DE C.V.		97106 NAHX	Open Hopper
10 TFM. S.A. DE C.V.		50840 NIHX	Open Hopper
11 TFM. S.A. DE C.V.		50819 NIHX	Open Hopper
12 TFM. S.A. DE C.V.		97119 NAHX	Open Hopper
13 TFM. S.A. DE C.V.		50815 NIHX	Open Hopper
14 TFM. S.A. DE C.V.		97128 NAHX	Open Hopper
15 TFM. S.A. DE C.V.		50816 NIHX	Open Hopper
16 TFM. S.A. DE C.V.		50843 NIHX	Open Hopper
17 TFM. S.A. DE C.V.		50817 NIHX	Open Hopper
18 TFM. S.A. DE C.V.		50832 NIHX	Open Hopper
19 TFM. S.A. DE C.V.		50851 NIHX	Open Hopper
20 TFM. S.A. DE C.V.		50818 NIHX	Open Hopper
21 TFM. S.A. DE C.V.		50810 NIHX	Open Hopper
22 TFM. S.A. DE C.V.		97183 NAHX	Open Hopper
23 TFM. S.A. DE C.V.		50841 NIHX	Open Hopper
24 TFM. S.A. DE C.V.		97195 NAHX	Open Hopper
25 TFM. S.A. DE C.V.		50844 NIHX	Open Hopper
26 TFM. S.A. DE C.V.		50835 NIHX	Open Hopper
27 TFM. S.A. DE C.V.		50849 NIHX	Open Hopper
28 TFM. S.A. DE C.V.		50842 NIHX	Open Hopper
29 TFM. S.A. DE C.V.		50801 NIHX	Open Hopper
30 TFM. S.A. DE C.V.		51023 NIHX	Open Hopper
31 TFM. S.A. DE C.V.		51024 NIHX	Open Hopper
32 TFM. S.A. DE C.V.		50946 NIHX	Open Hopper
33 TFM. S.A. DE C.V.		51025 NIHX	Open Hopper
34 TFM. S.A. DE C.V.		51026 NIHX	Open Hopper
35 TFM. S.A. DE C.V.		50947 NIHX	Open Hopper
36 TFM. S.A. DE C.V.		50948 NIHX	Open Hopper
37 TFM. S.A. DE C.V.		51028 NIHX	Open Hopper
38 TFM. S.A. DE C.V.		50949 NIHX	Open Hopper
39 TFM. S.A. DE C.V.		50391 NIHX	Open Hopper
40 TFM. S.A. DE C.V.		51030 NIHX	Open Hopper
41 TFM. S.A. DE C.V.		50425 NIHX	Open Hopper
42 TFM. S.A. DE C.V.		51031 NIHX	Open Hopper
43 TFM. S.A. DE C.V.		50854 NIHX	Open Hopper
44 TFM. S.A. DE C.V.		50950 NIHX	Open Hopper
45 TFM. S.A. DE C.V.		50905 NIHX	Open Hopper
46 TFM. S.A. DE C.V.		50951 NIHX	Open Hopper
47 TFM. S.A. DE C.V.		50907 NIHX	Open Hopper
48 TFM. S.A. DE C.V.		50909 NIHX	Open Hopper
49 TFM. S.A. DE C.V.		51034 NIHX	Open Hopper
50 TFM. S.A. DE C.V.		50237 NIHX	Open Hopper
51 TFM. S.A. DE C.V.		51035 NIHX	Open Hopper
52 TFM. S.A. DE C.V.		50952 NIHX	Open Hopper
53 TFM. S.A. DE C.V.		51036 NIHX	Open Hopper
54 TFM. S.A. DE C.V.		50428 NIHX	Open Hopper
55 TFM. S.A. DE C.V.		50911 NIHX	Open Hopper
56 TFM. S.A. DE C.V.		51037 NIHX	Open Hopper
57 TFM. S.A. DE C.V.		50953 NIHX	Open Hopper
58 TFM. S.A. DE C.V.		50430 NIHX	Open Hopper
59 TFM. S.A. DE C.V.		50413 NIHX	Open Hopper
60 TFM. S.A. DE C.V.		50828 NIHX	Open Hopper
61 TFM. S.A. DE C.V.		51038 NIHX	Open Hopper
62 TFM. S.A. DE C.V.		50431 NIHX	Open Hopper

**Schedule 1**

<b>Lot#</b>	<b>AAR Reporting Mark</b>	<b>Description</b>
63 TFM. S.A. DE C.V.	50913 NIHX	Open Hopper
64 TFM. S.A. DE C.V.	50405 NIHX	Open Hopper
65 TFM. S.A. DE C.V.	51039 NIHX	Open Hopper
66 TFM. S.A. DE C.V.	50434 NIHX	Open Hopper
67 TFM. S.A. DE C.V.	50954 NIHX	Open Hopper
68 TFM. S.A. DE C.V.	50955 NIHX	Open Hopper
69 TFM. S.A. DE C.V.	50403 NIHX	Open Hopper
70 TFM. S.A. DE C.V.	50915 NIHX	Open Hopper
71 TFM. S.A. DE C.V.	51041 NIHX	Open Hopper
72 TFM. S.A. DE C.V.	50956 NIHX	Open Hopper
73 TFM. S.A. DE C.V.	50411 NIHX	Open Hopper
74 TFM. S.A. DE C.V.	50957 NIHX	Open Hopper
75 TFM. S.A. DE C.V.	50438 NIHX	Open Hopper
76 TFM. S.A. DE C.V.	51042 NIHX	Open Hopper
77 TFM. S.A. DE C.V.	50917 NIHX	Open Hopper
78 TFM. S.A. DE C.V.	50920 NIHX	Open Hopper
79 TFM. S.A. DE C.V.	51045 NIHX	Open Hopper
80 TFM. S.A. DE C.V.	50958 NIHX	Open Hopper
81 TFM. S.A. DE C.V.	51046 NIHX	Open Hopper
82 TFM. S.A. DE C.V.	51047 NIHX	Open Hopper
83 TFM. S.A. DE C.V.	51048 NIHX	Open Hopper
84 TFM. S.A. DE C.V.	50443 NIHX	Open Hopper
85 TFM. S.A. DE C.V.	51049 NIHX	Open Hopper
86 TFM. S.A. DE C.V.	50845 NIHX	Open Hopper
87 TFM. S.A. DE C.V.	50417 NIHX	Open Hopper
88 TFM. S.A. DE C.V.	50444 NIHX	Open Hopper
89 TFM. S.A. DE C.V.	50445 NIHX	Open Hopper
90 TFM. S.A. DE C.V.	50960 NIHX	Open Hopper
91 TFM. S.A. DE C.V.	51050 NIHX	Open Hopper
92 TFM. S.A. DE C.V.	51051 NIHX	Open Hopper
93 TFM. S.A. DE C.V.	50961 NIHX	Open Hopper
94 TFM. S.A. DE C.V.	50962 NIHX	Open Hopper
95 TFM. S.A. DE C.V.	51052 NIHX	Open Hopper
96 TFM. S.A. DE C.V.	50924 NIHX	Open Hopper
97 TFM. S.A. DE C.V.	50831 NIHX	Open Hopper
98 TFM. S.A. DE C.V.	51055 NIHX	Open Hopper
99 TFM. S.A. DE C.V.	51057 NIHX	Open Hopper
100 TFM. S.A. DE C.V.	50925 NIHX	Open Hopper
101 TFM. S.A. DE C.V.	51059 NIHX	Open Hopper
102 TFM. S.A. DE C.V.	50451 NIHX	Open Hopper
103 TFM. S.A. DE C.V.	50823 NIHX	Open Hopper
104 TFM. S.A. DE C.V.	50804 NIHX	Open Hopper
105 TFM. S.A. DE C.V.	51060 NIHX	Open Hopper
106 TFM. S.A. DE C.V.	50964 NIHX	Open Hopper
107 TFM. S.A. DE C.V.	50396 NIHX	Open Hopper
108 TFM. S.A. DE C.V.	50965 NIHX	Open Hopper
109 TFM. S.A. DE C.V.	50800 NIHX	Open Hopper
110 TFM. S.A. DE C.V.	50929 NIHX	Open Hopper
111 TFM. S.A. DE C.V.	50839 NIHX	Open Hopper
112 TFM. S.A. DE C.V.	50966 NIHX	Open Hopper
113 TFM. S.A. DE C.V.	50967 NIHX	Open Hopper
114 TFM. S.A. DE C.V.	50398 NIHX	Open Hopper
115 TFM. S.A. DE C.V.	50809 NIHX	Open Hopper
116 TFM. S.A. DE C.V.	50969 NIHX	Open Hopper
117 TFM. S.A. DE C.V.	51063 NIHX	Open Hopper
118 TFM. S.A. DE C.V.	51064 NIHX	Open Hopper
119 TFM. S.A. DE C.V.	51065 NIHX	Open Hopper
120 TFM. S.A. DE C.V.	50930 NIHX	Open Hopper
121 TFM. S.A. DE C.V.	50970 NIHX	Open Hopper
122 TFM. S.A. DE C.V.	51066 NIHX	Open Hopper
123 TFM. S.A. DE C.V.	50971 NIHX	Open Hopper
124 TFM. S.A. DE C.V.	51067 NIHX	Open Hopper

**Schedule 1**

<b>Lessor</b>	<b>AAR</b>	<b>Reporting Mark</b>	<b>Description</b>
125 TFM. S.A. DE C.V.		51068	NIHX Open Hopper
126 TFM. S.A. DE C.V.		50932	NIHX Open Hopper
127 TFM. S.A. DE C.V.		50972	NIHX Open Hopper
128 TFM. S.A. DE C.V.		51070	NIHX Open Hopper
129 TFM. S.A. DE C.V.		50973	NIHX Open Hopper
130 TFM. S.A. DE C.V.		50933	NIHX Open Hopper
131 TFM. S.A. DE C.V.		50811	NIHX Open Hopper
132 TFM. S.A. DE C.V.		50830	NIHX Open Hopper
133 TFM. S.A. DE C.V.		51072	NIHX Open Hopper
134 TFM. S.A. DE C.V.		50974	NIHX Open Hopper
135 TFM. S.A. DE C.V.		51073	NIHX Open Hopper
136 TFM. S.A. DE C.V.		51074	NIHX Open Hopper
137 TFM. S.A. DE C.V.		50805	NIHX Open Hopper
138 TFM. S.A. DE C.V.		50460	NIHX Open Hopper
139 TFM. S.A. DE C.V.		50803	NIHX Open Hopper
140 TFM. S.A. DE C.V.		50976	NIHX Open Hopper
141 TFM. S.A. DE C.V.		50934	NIHX Open Hopper
142 TFM. S.A. DE C.V.		50977	NIHX Open Hopper
143 TFM. S.A. DE C.V.		51075	NIHX Open Hopper
144 TFM. S.A. DE C.V.		50978	NIHX Open Hopper
145 TFM. S.A. DE C.V.		50979	NIHX Open Hopper
146 TFM. S.A. DE C.V.		50824	NIHX Open Hopper
147 TFM. S.A. DE C.V.		50980	NIHX Open Hopper
148 TFM. S.A. DE C.V.		50981	NIHX Open Hopper
149 TFM. S.A. DE C.V.		50982	NIHX Open Hopper
150 TFM. S.A. DE C.V.		50813	NIHX Open Hopper
151 TFM. S.A. DE C.V.		50983	NIHX Open Hopper
152 TFM. S.A. DE C.V.		51076	NIHX Open Hopper
153 TFM. S.A. DE C.V.		50936	NIHX Open Hopper
154 TFM. S.A. DE C.V.		51077	NIHX Open Hopper
155 TFM. S.A. DE C.V.		50984	NIHX Open Hopper
156 TFM. S.A. DE C.V.		50985	NIHX Open Hopper
157 TFM. S.A. DE C.V.		50463	NIHX Open Hopper
158 TFM. S.A. DE C.V.		50986	NIHX Open Hopper
159 TFM. S.A. DE C.V.		50987	NIHX Open Hopper
160 TFM. S.A. DE C.V.		51079	NIHX Open Hopper
161 TFM. S.A. DE C.V.		51080	NIHX Open Hopper
162 TFM. S.A. DE C.V.		50395	NIHX Open Hopper
163 TFM. S.A. DE C.V.		50937	NIHX Open Hopper
164 TFM. S.A. DE C.V.		50808	NIHX Open Hopper
165 TFM. S.A. DE C.V.		50409	NIHX Open Hopper
166 TFM. S.A. DE C.V.		51082	NIHX Open Hopper
167 TFM. S.A. DE C.V.		50988	NIHX Open Hopper
168 TFM. S.A. DE C.V.		50853	NIHX Open Hopper
169 TFM. S.A. DE C.V.		50990	NIHX Open Hopper
170 TFM. S.A. DE C.V.		50991	NIHX Open Hopper
171 TFM. S.A. DE C.V.		51083	NIHX Open Hopper
172 TFM. S.A. DE C.V.		50992	NIHX Open Hopper
173 TFM. S.A. DE C.V.		50993	NIHX Open Hopper
174 TFM. S.A. DE C.V.		50799	NIHX Open Hopper
175 TFM. S.A. DE C.V.		51085	NIHX Open Hopper
176 TFM. S.A. DE C.V.		50994	NIHX Open Hopper
177 TFM. S.A. DE C.V.		51086	NIHX Open Hopper
178 TFM. S.A. DE C.V.		50995	NIHX Open Hopper
179 TFM. S.A. DE C.V.		51088	NIHX Open Hopper
180 TFM. S.A. DE C.V.		50997	NIHX Open Hopper
181 TFM. S.A. DE C.V.		51089	NIHX Open Hopper
182 TFM. S.A. DE C.V.		51090	NIHX Open Hopper
183 TFM. S.A. DE C.V.		50999	NIHX Open Hopper
184 TFM. S.A. DE C.V.		51092	NIHX Open Hopper
185 TFM. S.A. DE C.V.		51093	NIHX Open Hopper
186 TFM. S.A. DE C.V.		51094	NIHX Open Hopper

**Schedule 1**

<b>Leasee</b>	<b>AAR</b>	<b>Reporting Mark</b>	<b>Description</b>
187 TFM. S.A. DE C.V.	51097	NIHX	Open Hopper
188 TFM. S.A. DE C.V.	51099	NIHX	Open Hopper
189 TFM. S.A. DE C.V.	51100	NIHX	Open Hopper
190 TFM. S.A. DE C.V.	51101	NIHX	Open Hopper
191 TFM. S.A. DE C.V.	51102	NIHX	Open Hopper
192 TFM. S.A. DE C.V.	51000	NIHX	Open Hopper
193 TFM. S.A. DE C.V.	51001	NIHX	Open Hopper
194 TFM. S.A. DE C.V.	51002	NIHX	Open Hopper
195 TFM. S.A. DE C.V.	51103	NIHX	Open Hopper
196 TFM. S.A. DE C.V.	51003	NIHX	Open Hopper
197 TFM. S.A. DE C.V.	51004	NIHX	Open Hopper
198 TFM. S.A. DE C.V.	51104	NIHX	Open Hopper
199 TFM. S.A. DE C.V.	51005	NIHX	Open Hopper
200 TFM. S.A. DE C.V.	51105	NIHX	Open Hopper
201 TFM. S.A. DE C.V.	51006	NIHX	Open Hopper
202 TFM. S.A. DE C.V.	51007	NIHX	Open Hopper
203 TFM. S.A. DE C.V.	51008	NIHX	Open Hopper
204 TFM. S.A. DE C.V.	51108	NIHX	Open Hopper
205 TFM. S.A. DE C.V.	51109	NIHX	Open Hopper
206 TFM. S.A. DE C.V.	51009	NIHX	Open Hopper
207 TFM. S.A. DE C.V.	51111	NIHX	Open Hopper
208 TFM. S.A. DE C.V.	51011	NIHX	Open Hopper
209 TFM. S.A. DE C.V.	51013	NIHX	Open Hopper
210 TFM. S.A. DE C.V.	51014	NIHX	Open Hopper
211 TFM. S.A. DE C.V.	51112	NIHX	Open Hopper
212 TFM. S.A. DE C.V.	51015	NIHX	Open Hopper
213 TFM. S.A. DE C.V.	51016	NIHX	Open Hopper
214 TFM. S.A. DE C.V.	51017	NIHX	Open Hopper
215 TFM. S.A. DE C.V.	51113	NIHX	Open Hopper
216 TFM. S.A. DE C.V.	51018	NIHX	Open Hopper
217 TFM. S.A. DE C.V.	51114	NIHX	Open Hopper
218 TFM. S.A. DE C.V.	51019	NIHX	Open Hopper
219 TFM. S.A. DE C.V.	51115	NIHX	Open Hopper
220 TFM. S.A. DE C.V.	51020	NIHX	Open Hopper
221 TFM. S.A. DE C.V.	51116	NIHX	Open Hopper
222 TFM. S.A. DE C.V.	51021	NIHX	Open Hopper
223 TFM. S.A. DE C.V.	50938	NIHX	Open Hopper
224 TFM. S.A. DE C.V.	50401	NIHX	Open Hopper
225 TFM. S.A. DE C.V.	50466	NIHX	Open Hopper
226 TFM. S.A. DE C.V.	50940	NIHX	Open Hopper
227 TFM. S.A. DE C.V.	50941	NIHX	Open Hopper
228 TFM. S.A. DE C.V.	50942	NIHX	Open Hopper
229 TFM. S.A. DE C.V.	50943	NIHX	Open Hopper
230 TFM. S.A. DE C.V.	50415	NIHX	Open Hopper
231 TFM. S.A. DE C.V.	51120	NIHX	Open Hopper
232 TFM. S.A. DE C.V.	50860	NIHX	Open Hopper
233 TFM. S.A. DE C.V.	50806	NIHX	Open Hopper
234 TFM. S.A. DE C.V.	50825	NIHX	Open Hopper
235 TFM. S.A. DE C.V.	50821	NIHX	Open Hopper
236 TFM. S.A. DE C.V.	50884	NIHX	Open Hopper
237 TFM. S.A. DE C.V.	50886	NIHX	Open Hopper
238 TFM. S.A. DE C.V.	50838	NIHX	Open Hopper
239 TFM. S.A. DE C.V.	50888	NIHX	Open Hopper
240 TFM. S.A. DE C.V.	50892	NIHX	Open Hopper
241 TFM. S.A. DE C.V.	50837	NIHX	Open Hopper
242 TFM. S.A. DE C.V.	50802	NIHX	Open Hopper
243 TFM. S.A. DE C.V.	50893	NIHX	Open Hopper
244 TFM. S.A. DE C.V.	50895	NIHX	Open Hopper
245 TFM. S.A. DE C.V.	50897	NIHX	Open Hopper
246 TFM. S.A. DE C.V.	50898	NIHX	Open Hopper
247 TFM. S.A. DE C.V.	50899	NIHX	Open Hopper
248 TFM. S.A. DE C.V.	50827	NIHX	Open Hopper

**Schedule 1**

Lessor	AAR Reporting Mark	Description
249 TFM. S.A. DE C.V.	50826 NIHX	Open Hopper
250 TFM. S.A. DE C.V.	50901 NIHX	Open Hopper
251 TFM. S.A. DE C.V.	50829 NIHX	Open Hopper
252 TFM. S.A. DE C.V.	50903 NIHX	Open Hopper
253 TFM. S.A. DE C.V.	50904 NIHX	Open Hopper
254 TFM. S.A. DE C.V.	50869 NIHX	Open Hopper
255 TFM. S.A. DE C.V.	50870 NIHX	Open Hopper
256 TFM. S.A. DE C.V.	50873 NIHX	Open Hopper
257 TFM. S.A. DE C.V.	50874 NIHX	Open Hopper
258 TFM. S.A. DE C.V.	50855 NIHX	Open Hopper
259 TFM. S.A. DE C.V.	51123 NIHX	Open Hopper
260 TFM. S.A. DE C.V.	50902 NIHX	Open Hopper
261 TFM. S.A. DE C.V.	51124 NIHX	Open Hopper
262 TFM. S.A. DE C.V.	51117 NIHX	Open Hopper
263 TFM. S.A. DE C.V.	51118 NIHX	Open Hopper
264 TFM. S.A. DE C.V.	50858 NIHX	Open Hopper
265 TFM. S.A. DE C.V.	50868 NIHX	Open Hopper
266 TFM. S.A. DE C.V.	50878 NIHX	Open Hopper
267 TFM. S.A. DE C.V.	50881 NIHX	Open Hopper
268 TFM. S.A. DE C.V.	50894 NIHX	Open Hopper
269 TFM. S.A. DE C.V.	50857 NIHX	Open Hopper
270 TFM. S.A. DE C.V.	50859 NIHX	Open Hopper
271 TFM. S.A. DE C.V.	50861 NIHX	Open Hopper
272 TFM. S.A. DE C.V.	50864 NIHX	Open Hopper
273 TFM. S.A. DE C.V.	50865 NIHX	Open Hopper
274 TFM. S.A. DE C.V.	50866 NIHX	Open Hopper
275 TFM. S.A. DE C.V.	50887 NIHX	Open Hopper
276 TFM. S.A. DE C.V.	50875 NIHX	Open Hopper
277 TFM. S.A. DE C.V.	50882 NIHX	Open Hopper
278 TFM. S.A. DE C.V.	50871 NIHX	Open Hopper
279 TFM. S.A. DE C.V.	50441 NIHX	Open Hopper
280 TFM. S.A. DE C.V.	50922 NIHX	Open Hopper
281 TFM. S.A. DE C.V.	50923 NIHX	Open Hopper
282 TFM. S.A. DE C.V.	50850 NIHX	Open Hopper
283 TFM. S.A. DE C.V.	50814 NIHX	Open Hopper
284 TFM. S.A. DE C.V.	50852 NIHX	Open Hopper
285 TFM. S.A. DE C.V.	50464 NIHX	Open Hopper
286 TFM. S.A. DE C.V.	50465 NIHX	Open Hopper
287 TFM. S.A. DE C.V.	50822 NIHX	Open Hopper
288 TFM. S.A. DE C.V.	50944 NIHX	Open Hopper
289 TFM. S.A. DE C.V.	50337 NIHX	Open Hopper
290 TFM. S.A. DE C.V.	50347 NIHX	Open Hopper
291 TFM. S.A. DE C.V.	50300 NIHX	Open Hopper
292 TFM. S.A. DE C.V.	50268 NIHX	Open Hopper
293 TFM. S.A. DE C.V.	50303 NIHX	Open Hopper
294 TFM. S.A. DE C.V.	50329 NIHX	Open Hopper
295 TFM. S.A. DE C.V.	50311 NIHX	Open Hopper
296 TFM. S.A. DE C.V.	50292 NIHX	Open Hopper
297 TFM. S.A. DE C.V.	50340 NIHX	Open Hopper
298 TFM. S.A. DE C.V.	50342 NIHX	Open Hopper
299 TFM. S.A. DE C.V.	50335 NIHX	Open Hopper
300 TFM. S.A. DE C.V.	50321 NIHX	Open Hopper
301 TFM. S.A. DE C.V.	50309 NIHX	Open Hopper
302 TFM. S.A. DE C.V.	50265 NIHX	Open Hopper
303 TFM. S.A. DE C.V.	50304 NIHX	Open Hopper
304 TFM. S.A. DE C.V.	50343 NIHX	Open Hopper
305 TFM. S.A. DE C.V.	50310 NIHX	Open Hopper
306 TFM. S.A. DE C.V.	50325 NIHX	Open Hopper
307 TFM. S.A. DE C.V.	50298 NIHX	Open Hopper
308 TFM. S.A. DE C.V.	50328 NIHX	Open Hopper
309 TFM. S.A. DE C.V.	50348 NIHX	Open Hopper
310 TFM. S.A. DE C.V.	50288 NIHX	Open Hopper

**Schedule 1**

Lessor	AAR Reporting Mark	Description
311 TFM. S.A. DE C.V.	50338	NIHX Open Hopper
312 TFM. S.A. DE C.V.	50271	NIHX Open Hopper
313 TFM. S.A. DE C.V.	50277	NIHX Open Hopper
314 TFM. S.A. DE C.V.	50269	NIHX Open Hopper
315 TFM. S.A. DE C.V.	50289	NIHX Open Hopper
316 TFM. S.A. DE C.V.	50327	NIHX Open Hopper
317 TFM. S.A. DE C.V.	50307	NIHX Open Hopper
318 TFM. S.A. DE C.V.	50336	NIHX Open Hopper
319 TFM. S.A. DE C.V.	50285	NIHX Open Hopper
320 TFM. S.A. DE C.V.	50288	NIHX Open Hopper
321 TFM. S.A. DE C.V.	50318	NIHX Open Hopper
322 TFM. S.A. DE C.V.	50350	NIHX Open Hopper
323 TFM. S.A. DE C.V.	50297	NIHX Open Hopper
324 TFM. S.A. DE C.V.	50308	NIHX Open Hopper
325 TFM. S.A. DE C.V.	50322	NIHX Open Hopper
326 TFM. S.A. DE C.V.	50293	NIHX Open Hopper
327 TFM. S.A. DE C.V.	50302	NIHX Open Hopper
328 TFM. S.A. DE C.V.	50312	NIHX Open Hopper
329 TFM. S.A. DE C.V.	50301	NIHX Open Hopper
330 TFM. S.A. DE C.V.	50306	NIHX Open Hopper
331 TFM. S.A. DE C.V.	50352	NIHX Open Hopper
332 TFM. S.A. DE C.V.	50378	NIHX Open Hopper
333 TFM. S.A. DE C.V.	50351	NIHX Open Hopper
334 TFM. S.A. DE C.V.	50354	NIHX Open Hopper
335 TFM. S.A. DE C.V.	50380	NIHX Open Hopper
336 TFM. S.A. DE C.V.	50361	NIHX Open Hopper
337 TFM. S.A. DE C.V.	50317	NIHX Open Hopper
338 TFM. S.A. DE C.V.	50341	NIHX Open Hopper
339 TFM. S.A. DE C.V.	50331	NIHX Open Hopper
340 TFM. S.A. DE C.V.	50366	NIHX Open Hopper
341 TFM. S.A. DE C.V.	50273	NIHX Open Hopper
342 TFM. S.A. DE C.V.	50296	NIHX Open Hopper
343 TFM. S.A. DE C.V.	50381	NIHX Open Hopper

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated:

6/28/02

  
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Robert W. Alvord